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J. P. HOUCK TANNING CO. v. CLINEDINST.

Nov. 11, 1915.

[86 S. E. 851.]

1. **Contracts (§ 247*)—Subsequent Changes—Evidence.**—The defendant contracted with a lumber company to purchase bark; the lumber company agreeing to extend tracks and furnish cars for hauling the bark. The plaintiff thereafter contracted with defendant to peel the bark and load it on tram cars furnished. Through delay in furnishing cars by the lumber company, two handlings of the bark were required, increasing the expense of the plaintiff, for which he seeks recovery. Held that, while the defendant did not guarantee the furnishing of cars in time, the fact that the delay increased plaintiff's expense tends to support plaintiff's allegation of a subsequent oral agreement for increased remuneration for loading the bark.

[Ed. Note.—For other cases, see Contracts, Cent. Dig. §§ 1139, 1787; Dec. Dig. § 247.* 3 Va.-W. Va. Enc. Dig. 415.]

2. **Contracts (§ 322*)—Breach—Evidence.**—Evidence held sufficient to sustain a finding of the jury for the plaintiff in an action on the breach of contract.

[Ed. Note.—For other cases, see Contracts, Cent. Dig. §§ 1306, 1307, 1339, 1347, 1348, 1465, 1492, 1534-1542, 1754, 1768, 1772, 1801, 1892, 1804-1808, 1815, 1816; Dec. Dig. § 322.* 3 Va.-W. Va. Enc. Dig. 437.]

3. **Evidence (§ 445*)—Parol Evidence—Varying Written Contracts.**—The parol evidence rule prohibiting introduction of oral evidence to vary the terms of a written contract has no application in a case where the plaintiff alleges a second and oral agreement after the written agreement.

[Ed. Note.—For other cases, see Evidence, Cent. Dig. §§ 2052-2065; Dec. Dig. § 445.* 10 Va.-W. Va. Enc. Dig. 646.]

Error to Circuit Court, Amherst County.

Proceedings by C. C. Clinedinst against the J. P. Houck Tanning Company. From a judgment for plaintiff, defendant brings error. Affirmed.

Sipe & Harris, of Harrisonburg, for plaintiff in error.

J. B. Stephenson and *Chas. A. Hammer*, both of Harrisonburg, for defendant in error.

FORD v. ENGLEMAN et al.

Nov. 11, 1915.

[86 S. E. 852.]

1. **Contracts (§ 95*)—Validity of Assent—Duress.**—Duress will

*For other cases see same topic and KEY-NUMBER in all Key-Numbered Digests and Indexes.